



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

JAMES A. NOYES, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

July 17, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**HEAL THE BAY CONSULTING SERVICES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve an agreement and delegate authority to the Director of Public Works to execute the agreement for as-needed consulting services with Heal the Bay, located in Santa Monica, California. This agreement will be for a period of five years commencing upon Board approval and the Director's execution of the agreement.
2. Authorize Heal the Bay to proceed with the work in accordance with the agreement's specifications, terms, conditions, and requirements.
3. Authorize Public Works to encumber an annual amount not to exceed \$35,000 representing the estimated maximum annual cost for this service. Financing for this service is available from the Los Angeles County Flood Control District's (District) Fiscal Year 2003-04 budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This agreement will assist the County in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit of 2001 and the California Integrated Waste Management Act (AB 939) of 1989. Both the NPDES Permit and AB 939 require the County to increase public awareness of environmental issues through education. This agreement will be for general as-needed consulting services for various County environmental programs.

Since 2000, Public Works has had an agreement with Heal the Bay for these consulting services. Heal the Bay has continued to partner with and provide the County with expertise regarding stormwater issues. Heal the Bay provides their expertise at low cost since they are a nonprofit organization and most of their staff is volunteer-based. Heal the Bay has a proven track record of being a leader in the stormwater area by developing creative and feasible ideas which have assisted the County in providing reasonable regulatory alternatives to the 2001 NPDES Permit. To the public, Heal the Bay's name is synonymous with stormwater education.

Heal the Bay's community network will provide the County, as in the past, with valuable pro bono services that the County would otherwise have to purchase. For example, they arranged celebrity appearances, at no charge, at the annual Bay Days events held during the last two years.

We have negotiated with Heal the Bay to enter into a cooperative effort to conduct as-needed consulting services for environmental programs in areas such as stormwater pollution prevention, nonpoint source pollution reduction, illegal dumping prevention, and contractor and developer best management practices information. The County and Heal the Bay will cooperatively develop proposals for such services, design needed materials, coordinate environmentally-themed community events, provide school curriculum, develop workshops, or conduct any other services deemed necessary to accomplish the goal of the projects agreed upon by the County and Heal the Bay.

### **Implementation of Strategic Plan Goals**

This agreement meets the County's Strategic Plan Goal of Organizational Effectiveness and Children and Families' Well Being. This agreement will improve internal operations through the utilization of Heal the Bay's expertise to provide these consulting services effectively, as well as improve the quality of life in the County.

The Honorable Board of Supervisors  
July 17, 2003  
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### **FISCAL IMPACT/FINANCING**

This agreement's amount is not to exceed \$35,000 annually. This agreement will be for a period of five years commencing upon Board approval and the Director's execution of the agreement. The County may cancel or terminate this agreement at any time, without cause, upon the giving of at least 30 days' written notice to Heal the Bay.

Funds for the agreement's first year are available in the District's Fiscal Year 2003-04 budget. Funds to finance the additional years of this agreement will be made available through Public Works' annual budget process. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing this agreement which will be substantially reflected in Enclosure A, Heal the Bay will execute and County Counsel will review it as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this agreement will not result in the displacement of any County employees.

### **CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

# SAMPLE AGREEMENT

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Los Angeles, acting as the governing body of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "COUNTY," and HEAL THE BAY, a non-profit organization.

WITNESSETH

WHEREAS, The COUNTY desires to utilize the services of HEAL THE BAY to consult with and implement projects related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit and the California Integrated Waste Management Act (AB 939) of 1989; and

WHEREAS, The COUNTY is mandated to comply with the NPDES Stormwater Permit of 2001, and AB 939 of 1989; and

WHEREAS, HEAL THE BAY is qualified by virtue of experience, background knowledge, and expertise in the environmental field; and

WHEREAS, HEAL THE BAY, for the consideration hereinafter set forth and acceptance by the County Board of Supervisors, hereby agrees to provide the COUNTY with as-needed consulting services to facilitate meeting the environmental State and Federal mandates; and

WHEREAS, the Agreement Specifications, General Requirements and Conditions, Standard Terms and Conditions, General Indemnification and Insurance Requirements, and Required Forms, all in Appendix A, all attached hereto, and are agreed by the COUNTY and HEAL THE BAY to constitute an integral part of the Agreement documents; and

WHEREAS, this Agreement is for an annual amount not to exceed \$35,000 or such greater sum as the Board may approve, together know as the Maximum Annual Agreement Sum; and

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NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, the parties hereby agree as follows:

(1) COUNTY AGREES TO:

- A. In consideration of completion of as-needed consulting services to the satisfaction of the Director of Public Works, or his designee, to pay HEAL THE BAY an annual amount not to exceed the Maximum Annual Agreement Sum. Payment will be made upon completion of work that has been approved by the COUNTY.
- B. To pay for HEAL THE BAY staff charges according to Appendix B, within 30 days of the receipt of a properly completed invoice from HEAL THE BAY.
- C. To pay on a project by project basis in accordance with the invoices submitted.

(2) HEAL THE BAY AGREES TO:

- A. Not to initiate any work on any project unless and until approved in writing by the COUNTY Project Manager. Only the designated COUNTY Project Manager is authorized to request or order work under this Agreement. The designated COUNTY Project Manager is not authorized to request or order any work that would result in HEAL THE BAY earning an aggregate compensation in excess of this Agreement's Maximum Annual Agreement Sum.
- B. To assist the COUNTY in the development and implementation of any environmental programs on a consultative basis as requested by the COUNTY.
- C. Provide creative and technical advice on projects to be determined by the COUNTY related to the implementation of the NPDES Permit and the waste reduction mandates of AB 939.
- D. To assist the COUNTY by creating and/or implementing educational brochures; educational materials for industrial and commercial facilities, and government agencies; print advertising, radio and television public service announcements; and develop or assist in enhancing existing K-12 school educational programs.
- E. To provide the COUNTY with access to professional contacts which include, but not limited to trade organizations, entertainment industry, public relations and advertising industries, unions, schools, tourism and visitor bureaus, and real estate companies. These contacts will be used to assist the COUNTY in point of purchase media campaigns, creative work, and implementation of COUNTY programs.

- F. To assist the COUNTY in reviewing educational materials as needed.
- G. To invoice the COUNTY for work performed on approved projects based on hourly rates in Appendix B. Invoices shall include names of personnel, number of hours worked, specific description of work performed, and name of project. Invoices shall be submitted to:

County of Los Angeles  
Department of Public Works  
Attention Fiscal Division  
Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

(3) COUNTY AND HEAL THE BAY MUTUALLY AGREE AS FOLLOWS:

- A. The COUNTY'S total obligation under the terms of this Agreement shall not exceed the Maximum Annual Agreement Sum.
- B. This Agreement may be amended by mutual written consent of both HEAL THE BAY and the COUNTY.
  - 1. The COUNTY and HEAL THE BAY shall cooperatively identify services to be implemented through this Agreement. Services may be environmental educational areas such as stormwater pollution prevention, nonpoint source pollution reduction, illegal dumping prevention, and contractor and developer best management practices information. Once agreed upon and approved by the Director of Public Works or his designee, tasks to be accomplished shall be prepared by HEAL THE BAY and submitted to the COUNTY for approval prior to start of work.
  - 2. HEAL THE BAY shall indemnify, defend and hold harmless the COUNTY and its elected and appointed officers, employees, and agents, from and against any and all liability, expense, including defense costs and legal fees, claims and causes of action for damages of any nature whatsoever, including but not limited to, bodily injury, death, and/or property damage, arising from or connected with any act or omission, of HEAL THE BAY with respect to this Agreement.

IN WITNESS WHEREOF, the Los Angeles County Flood Control District has, by order of its governing body, the Los Angeles County Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and HEAL THE BAY has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

County of Los Angeles,  
Acting as the governing body of the  
LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
DEPUTY

HEAL THE BAY

By \_\_\_\_\_  
Executive Director

## APPENDIX A

### PART I

#### SPECIFICATIONS AND CONDITIONS FOR AGREEMENT WITH HEAL THE BAY FOR CONSULTING SERVICES BASIC SCOPE OF WORK

##### A. INTRODUCTION

Los Angeles County covers an area of over 4,000 square miles with a population of 10 million residents, or nearly 30 percent of the entire population of the State of California. The Los Angeles County Flood Control District (County) requires environmental education programs for adults and students in grades K-12, which communicates practices that promote and encourage pollution prevention, waste reduction, recycling, and reusing to help preserve the environment and proper use of the storm drain system.

As part of the County's continuing efforts to educate students on the environment, for the past three years Los Angeles County Department of Public Works (Public Works) has sponsored stormwater pollution prevention programs with Heal the Bay including their Key to the Sea environmental education program. This program features workshops for teachers, curriculum and hands-on activities to learn about stormwater pollution for students enrolled in grades K-4.

This Agreement will maximize program effectiveness by integration of related elements aimed at broadening program reach, establishing effective reporting methods, and ensuring cost effectiveness.

##### B. STORMWATER BACKGROUND

The flood control system in the County consists of 74,000 storm drains and more than 2,500 miles of pipes and flood control channels. The system collects stormwater runoff from urbanized areas and conveys it quickly to the ocean to prevent flooding, property damage, and potential loss of life. The collected water is not treated in any way. It flows straight to the ocean, depositing trash, bacteria, and other pollution picked up from our urban areas into the ocean.

Stormwater pollution is regulated by the National Pollution Discharge Elimination System (NPDES) Permits issued by Regional Water Quality Control Boards. Stormwater pollution is considered nonpoint source pollution; it comes from numerous sources (e.g., pavement residues, the general public, industrial/commercial sites, and construction activities) which have a cumulative



adverse impact on water quality. This in turn adversely affects the quality of the receiving waters such as rivers and the ocean.

The County is engaged in a program to reduce the amount of pollution entering the County's storm drain system. On December 13, 2001, the County received an NPDES Permit from the California Regional Water Quality Control Board, Los Angeles Region (CRWQCB) which regulates what can be discharged into waterways and makes the County responsible for ensuring and enforcing compliance. The Permit requires the County to control and reduce pollutants entering the storm drain system from residents and businesses in the County.

The Permit system was enacted in response to the 1987 amendments to the Federal Clean Water Act which required the U.S. Environmental Protection Agency to establish regulations for stormwater/urban runoff discharge.

The Permit requires the County to implement a public education campaign that will effectively reach County residents and businesses with information about stormwater pollution and what can be done to prevent it. The goal of this education is to reduce pollution in our waterways and ocean by convincing County residents to change their behavior. The Permit specifies outreach that targets the general public, pollutant-specific campaigns, and businesses. In addition it specifies assessment of the program.

As the designated Principal Permittee for the NPDES Permit, Public Works has been implementing a Countywide public education strategy. This strategy developed methods for addressing issues facing County residents, businesses, school children, and municipalities on the concepts and practice of preventing pollution at the source.

The development and implementation of programs developed by Heal the Bay shall conform to all requirements in the Permit including the following tasks;

1. Develop clear and consistent messages that will raise public awareness of the problems and solutions, including a description of activities with the potential to pollute stormwater, and result in residents adopting nonpolluting behaviors.
2. Identify solutions or applicable measures that can be taken to prevent stormwater pollution and develop public outreach campaigns designed for the general public, employee training, and other outreach with these themes as an integral component.
3. Evaluate and assess the effectiveness of public outreach and education for the general public and targeted groups. An in-depth assessment of behavioral change may be required for a targeted pilot audience or area.

4. Involve and engage all socioeconomic and ethnic groups in the County in mitigating the impacts of stormwater pollution. This may involve the necessity to staff events, provide collateral materials, and translate program information to languages other than English as requested by the County.

C. SOURCE REDUCTION BACKGROUND

County residents dispose of approximately 12 million tons of waste per year, most of which is disposed of in landfills located throughout the County. Ten years ago the County had 16 major landfills available in the metropolitan area, today only eight are operational.

Recognizing our diminished disposal space and the need to work cooperatively with others toward a common solution, the Board of Supervisors (Board) adopted the County Solid Waste Management Action Plan (Action Plan) in April 1988 to provide long-range solutions for the management of this region's solid waste. The Action Plan is an integrated regional approach to managing solid waste, which incorporates the source reduction, recycling, and composting programs; increases public education awareness programs; and recognizes that landfills will remain an integral part of the system for the foreseeable future. The Action Plan has also set the stage for regional efforts to meet the mandate of the California Integrated Waste Management Act of 1989 (Assembly Bill 939), in diverting 50 percent of the waste generated from disposal (based on 1990 levels) by the year 2000. AB 939 also requires the County to provide for 15 years of disposal capacity on a Countywide basis.

D. COUNTY PROJECT MANAGER

The County's Project Manager will be Melinda Barrett of Public Works' Public Relations Group who can be contacted at (626) 458-5975, Monday through Thursday from 7 a.m. to 5:30 p.m. The County's Project Manager is the County's only employee authorized to request work of Heal the Bay. From time to time, the County may change Project Managers. Heal the Bay will be notified in writing when there is a change in Project Managers.

E. WORK DESCRIPTION

Heal the Bay shall be responsible for all work necessary to conduct the program. The goal of this program is for the agreed upon target audience to understand the need for responsible behavior in preserving a healthy environment and engage in behavior change to improve the environment.

All work conducted for this program shall be submitted to and approved by the County's Project Manager. Material shall be submitted in time to allow a reasonable review period. The County's program manager shall be included in

the development process for strategies and materials on a continuous basis. Materials and creative developed for special projects become the property of the County to be used and shared with other jurisdictions and agencies based on County requirements.

Heal the Bay shall perform the following tasks:

1. Task 1 - Work Plan--Submit a Work Plan for each Agreement year within one month of the annual Agreement start date that describes a program to promote stormwater pollution prevention. A behavioral change or educational assessment component is a requirement for each program that is submitted to the County.
2. Task 2 - Report/Post-Program Evaluation—Heal the Bay shall meet with the County Project Manager as requested and shall be responsible for submitting reports and program evaluation as requested.
3. Task 3 – Annual Report –Within two months after the end of each Agreement year, Heal the Bay shall provide an analysis of the program, documenting all work completed. Heal the Bay shall include recommendations for program enhancement.

## APPENDIX A

### PART II

#### GENERAL REQUIREMENTS AND CONDITIONS

##### A. DURATION OF AGREEMENT

The services requested will be for a period of five years commencing upon Board approval and the Director of Public Works execution of this Agreement. This Agreement may be canceled or terminated at any time by the County without cause upon giving of at least 30 days' s written notice to Heal the Bay.

##### B. TERMINATION OF AGREEMENT

###### 1. Unsatisfactory Service

The County reserves the right to cancel these services if the services are deemed unsatisfactory in the opinion of the Director.

###### 2. Convenience

It is not the intent of the County to terminate this Agreement before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Agreement to reduce Heal the Bay's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve the County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Agreement as provided herein.
- b. The County may at any time terminate this Agreement, or any portion thereof, without liability (except as hereinafter provided) by delivering to Heal the Bay written notice specifying the desired termination date at least 30 days in advance thereof.
- c. In the event that this Agreement is terminated Heal the Bay shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion and which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Heal the Bay under this Agreement shall be delivered

to the County upon request and shall become the property of the County.

3. Termination Claim

In the event that this Agreement is terminated, Heal the Bay shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and Heal the Bay shall negotiate an equitable amount to be paid to Heal the Bay by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for costs of services rendered, but shall not include an allowance on services terminated. The County shall pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Agreement, and reduced by the amount of payments otherwise made, and as further reduced by this Agreement price of services not terminated.

Failure of Heal the Bay to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Heal the Bay in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay Heal the Bay the amount so determined.

C. COUNTY'S POLICY ON CHILD SUPPORT LAWS

Heal the Bay acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Heal the Bay understands that it is the County's policy to encourage all County contractors to voluntarily post the County's L.A.'S Most Wanted: Delinquent Parents List in a prominent position at Heal the Bay's place of business. The County will supply Heal the Bay with the poster to be used.

1. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Heal the Bay shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

## 2. Prohibition Against Use of Child Labor

Heal the Bay shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property or manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property Heal the Bay sells or supplies to the County; and,
- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.

Should the County discover that any products, goods, supplies, or other personal property sold or supplied by Heal the Bay to the County are produced in violation of any international child labor conventions, Heal the Bay shall immediately provide an alternative, compliant source of supply.

Failure by Heal the Bay to comply with provisions of this clause will be grounds for immediate cancellation of this Agreement.

## H. CONSIDERATION OF HIRING GAIN/GROW EMPLOYEES

Should Heal the Bay require additional or replacement personnel after the effective date of this Agreement, Heal the Bay shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs who meet Heal the Bay's minimum qualifications for the open position. The County will refer GAIN/GROW participants by category to Heal the Bay.

## I. LABOR RELATIONS AND RESPONSIBILITIES

### 1. Delegation and Assignment

Heal the Bay may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the County.

2. Subcontracting

No performance of this Agreement or any portion thereof may be subcontracted by Heal the Bay without the express written consent of the County. Any attempt by Heal the Bay to subcontract any performance of the terms of this Agreement without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Agreement shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the Los Angeles Flood Control District. All representations and warranties shall inure to the benefit of the Los Angeles Flood Control District."

Any third party delegate(s) appointed by Heal the Bay shall be specified in writing to the Director of Public Works for advance concurrence.

J. HEAL THE BAY'S RESPONSIBILITY TO MONITOR EXPENDITURE AMOUNT

Heal the Bay shall not expend or accept work requests that will cause the Maximum Annual Agreement Sum of this Agreement to be exceeded. Heal the Bay shall monitor the balance of this Agreement's Annual Maximum Agreement Sum. When the total of Heal the Bay's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Annual Agreement Sum, Heal the Bay shall, in writing, immediately notify the Countys' Project Manager.

K. JURY SERVICE PROGRAM

1. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

2. Written Employee Jury Service Policy

a. Unless Heal the Bay has demonstrated to the County's satisfaction either that Heal the Bay is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or

that Heal the Bay qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Heal the Bay shall have and adhere to a written policy that provides that its Employees shall receive from Heal the Bay, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Heal the Bay or that Heal the Bay deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Heal the Bay uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If Heal the Bay is not required to comply with the Jury Service Program when this Agreement commences, Heal the Bay shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Heal the Bay shall immediately notify the County if Heal the Bay at any time either comes within the Jury Service Program's definition of "Contractor" or if Heal the Bay no longer qualifies for an exception to the Program. In either event, Heal the Bay shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that Heal the Bay demonstrate to the County's satisfaction that Heal the Bay either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Heal the Bay continues to qualify for an exception to the Program.
- d. Heal the Bay's violation of this Section of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Agreement and/or bar Heal the Bay from the award of future



County contracts for a period of time consistent with the seriousness of the breach.

L. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Heal the Bay require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Heal the Bay shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Agreement.

## APPENDIX A

### PART III STANDARD TERMS AND CONDITIONS

#### A. LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION OF FUNDS

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Agreement extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify Heal the Bay in writing of such non-allocation at the earliest possible date.

#### B. NONDISCRIMINATION IN EMPLOYMENT

Heal the Bay shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

Heal the Bay shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.

Heal the Bay shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of agreement upon which the County may determine to cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Heal the Bay has violated State or

Federal anti-discrimination laws or regulations shall constitute a finding by the County that Heal the Bay has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Heal the Bay violates the anti-discrimination provisions of this Agreement, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

C. ASSIGNMENT

This Agreement, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the other party and any prohibited assignment shall be null and void. Neither party will unreasonably withhold the other party's request for assignment. Any payments to any assignee of any claim under this Agreement, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which one party may have against the other.

D. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

Heal the Bay hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. COMPLIANCE WITH LAWS

1. Heal the Bay agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Heal the Bay agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of Heal the Bay of such laws, rules, regulations, or ordinances.

F. COVENANT AGAINST CONTINGENT FEES

1. Heal the Bay warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Heal the Bay for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. GOVERNING LAWS

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

H. TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to Heal the Bay, immediately terminate the right of Heal the Bay to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Heal the Bay, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Heal the Bay's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue that same remedies against Heal the Bay as it could pursue in the event of default by Heal the Bay.

Heal the Bay shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. RECORD RETENTION AND INSPECTION

Heal the Bay agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by Heal the Bay, at a location in Los Angeles County, for a period of three years after completion of

this Agreement unless the County's written permission is given to dispose of material prior to the end of such period.

K. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

L. WAIVER

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at anytime or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. DEFAULT FOR INSOLVENCY

1. The County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:
  - a. Insolvency of Heal the Bay. Heal the Bay shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
  - b. The filing of a voluntary petition to have Heal the Bay declared bankrupt.
  - c. The appointment of a Receiver or Trustee for Heal the Bay.
  - d. The execution by Heal the Bay of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. DEFAULT

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to Heal the Bay, terminate the whole or any part of this Agreement in any one of the following circumstances:
  - a. If Heal the Bay fails to perform the services within the time specified herein or any extension thereof; or

- b. If Heal the Bay fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- 2. In the event the County terminates this Agreement in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and Heal the Bay shall be liable to the County for any excess costs for such similar services, provided that Heal the Bay shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.
- 3. Except with respect to defaults of subcontractors, Heal the Bay shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Heal the Bay.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Heal the Bay. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Heal the Bay and subcontractor, and without the negligence of either of them, Heal the Bay shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Heal the Bay to meet the required delivery schedule.

- 4. If, after Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that Heal the Bay was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section B.2)
- 5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Heal the Bay, at any tier, under oral or written agreement.

O. DISCLOSURE OF INFORMATION

Heal the Bay shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing Heal the Bay's need to identify its services and related clients to sustain itself, the County shall not inhibit Heal the Bay from publicizing its role under this Agreement within the following conditions:

1. Heal the Bay shall develop all publicity material in a professional manner.
2. During the course of performance of this Agreement, Heal the Bay, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. Heal the Bay may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded an Agreement to provide these services, provided that the requirements of this Article shall apply.

P. NOTIFICATION

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by deposition such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to Heal the Bay at its place of business, or such other place as may be hereinafter designated in writing by Heal the Bay. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director  
Los Angeles County Department of Public Works  
P.O. Box 1460  
Alhambra, California 91802-1460

2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Heal the Bay. Actual knowledge of such suspension or termination by an individual Heal the Bay or by a copartner, if Heal the Bay is a partnership; or by the president, vice president, secretary or general manager, if Heal the Bay is a corporation; or by the managing agent regularly in charge of the work on behalf of said Heal the Bay shall in any case be sufficient notice.

Q. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Heal the Bay shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments to this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

R. HEAL THE BAY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Heal the Bay acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Heal the Bay understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. Heal the Bay will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Heal the Bay with the poster to be used.

S. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Heal the Bay shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

T. RECYCLED-CONTENT PAPER PRODUCTS

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, Heal the Bay agrees to use recycled content paper to the maximum extent possible under this Agreement.



U. NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Heal the Bay shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by Heal the Bay after the expiration or other termination of this Agreement. Should Heal the Bay receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from Heal the Bay. This provision shall survive the expiration or other termination of this Agreement.

V. CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Agreement. It is the County's policy to conduct business only with responsible contractors.
2. Heal the Bay is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Heal the Bay on this or other contracts which indicates that Heal the Bay is not responsible, the County may, in addition to other remedies provided in the Agreement, debar Heal the Bay from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts Heal the Bay may have with the County.
3. The County may debar Heal the Bay if the Board finds, in its discretion, that Heal the Bay has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on Heal the Bay's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that Heal the Bay may be subject to debarment, Public Works will notify Heal the Bay in writing of the evidence which is the basis for the proposed debarment and will advise Heal the Bay of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Heal the Bay and/or Heal the Bay's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a

proposed decision, which will contain a recommendation regarding whether Heal the Bay should be debarred, and, if so, the appropriate length of time of the debarment. If Heal the Bay fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Heal the Bay may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to subcontractors of Heal the Bay.

W. COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate Heal the Bay's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Heal the Bay's compliance with all Agreement terms and performance standards. Heal the Bay deficiencies which the County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Heal the Bay. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

## APPENDIX A

### PART IV

#### GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

##### A. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the County and Heal the Bay and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Heal the Bay.

Heal the Bay understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Heal the Bay and not of the County.

Heal the Bay shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Heal the Bay pursuant to this Agreement.

##### B. INSURANCE

Without limiting Heal the Bay's indemnification of the County and during the term of this Agreement, Heal the Bay shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Heal the Bay's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Ocie Ransfer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Agreement. Such certificates or other evidence shall:
  - a. Specifically identify this Agreement.
  - b. Clearly evidence all coverage required in this Agreement.
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

- d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
  - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Heal the Bay to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Heal the Bay to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
- 3. Failure to Maintain Coverage - Failure by Heal the Bay to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of agreement upon which the County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Heal the Bay resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Heal the Bay, County may deduct from sums due to Heal the Bay any premium costs advanced by County for such insurance.
- 4. Notification of Incidents, Claims, or Suits – Heal the Bay shall report to the County's Project Manager:
  - a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Heal the Bay and/or County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against Heal the Bay arising from or related to services performed by Heal the Bay under this Agreement.
  - c. Any injury to Heal the Bay's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Heal the Bay under the terms of this Agreement.
5. Compensation for County Costs - In the event that Heal the Bay fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Heal the Bay shall pay full compensation for all costs incurred by County.
6. Insurance Coverage Requirements for Subcontractors – Heal the Bay shall ensure any and all subcontractors performing services under this Agreement meets the insurance requirements of this Agreement by either:
  - a. Heal the Bay providing evidence of insurance covering the activities of subcontractor, or
  - b. Heal the Bay providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
 

|   |             |
|---|-------------|
| General Aggregate:                      | \$2 million |
| Products/Complete Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:        | \$1 million |
| Each Occurrence:                        | \$1 million |
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which Heal the Bay is responsible. If Heal the Bay's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as

required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Heal the Bay is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Agreement, Heal the Bay, by and through its execution of this Agreement, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Agreement, and agrees to fully comply with said provisions.

C. LEGAL STATUS OF HEAL THE BAY PERSONNEL AT FACILITY

Heal the Bay warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Heal the Bay shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Heal the Bay shall retain such documentation for all covered employees for the period prescribed by law. Heal the Bay shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Heal the Bay or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

D. COUNTY LOBBYISTS

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Heal the Bay awarded this Agreement shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. Heal the Bay's signature on this Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Heal the Bay to fully comply with the County Lobbyist Ordinance shall be sufficient cause

for a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

APPENDIX A

PART V

REQUIRED FORMS

- \* CERTIFICATE CONFLICT OF INTEREST
- \* PROPOSER'S/OFFEROR'S EEO CERTIFICATION
- \* GAIN/GROW EMPLOYMENT COMMITMENT
- \* PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
- \* CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
- \* COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- INTERNAL REVENUE SERVICE NOTICE 1015
- COUNTY VISION STATEMENT
- DEBARRED VENDORS REPORT
- SAFELY SURRENDERED BABY FACT SHEET (ENGLISH AND SPANISH)
- \* Forms must be completed and submitted to Public Works.



## APPENDIX B

### PROJECT STAFF

The following lists Heal the Bay's staff that will work under this Agreement on behalf of the County. All staff to be used will have demonstrated expertise in the fields of environmental education, events coordination, and stormwater pollution prevention measures. Services provided to the County will be based on the hourly wages listed below. No additional cost, indirect or overhead, will be charged to the County.

Mark Gold is a scientist who has done extensive work in the ocean biology area, he manages Heal the Bay's staff. Karin Hall is the Associate Director, she has extensive business and marketing expertise and oversees all Heal the Bay's programs and projects including our new venture with the Ocean Discovery Center. Joelle Warren is the Director of Programs and Education and manages the educational programs at Heal the Bay including an extensive background in educational endeavors, teaching and strategic planning. Catie Farias is the organization's stormwater educator with an extensive background in aquaria. She also runs the Key to the Sea program. Peter Tatikian works on the production of print pieces including editing Heal the Bay's quarterly newsletter. Mitzy Taggart is an environmental engineer and is responsible for several issues including contaminated sediments and microbiological contamination of beaches and stormwater. Haan-Fawn Chau runs Heal the Bay's Speaker's Bureau program that reaches approximately 25,000 people annually including the largest volunteer event in the world, Coastal Cleanup Day.

| <u>Staff</u>           | <u>Title</u>                | <u>Hourly Rate</u> |
|------------------------|-----------------------------|--------------------|
| Mark Gold, D. Env.     | Executive Director          | \$61.03            |
| Karin Hall             | Associate Director          | \$42.11            |
| Joelle Warren          | Director of Programs and Ed | \$29.70            |
| Catie Farias           | School Programs Manager     | \$21.63            |
| Peter Tatikian         | Communications Director     | \$30.32            |
| Mitzy Taggart, D. Env. | Staff Scientist             | \$23.35            |
| James Alamillo         | Beach Report Card Manager   | \$23.49            |
| Haan-Fawn Chau         | Speaker Bureau Coordinator  | \$23.49            |